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Attorneys for Defendant
AIRCRAFT SERVICE INTERNATIONAL, INC.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

JEZEN CANLAS, GEORGE STO. DOMINGO, on behalf of himself, and on behalf of others similarly situated, and the general public,

Plaintiffs,

v.

AIRCRAFT SERVICE INTERNATIONAL, INC., and DOES 1-25,

Defendant.

Case No. ____________________

DECLARATION OF DAVID L. CHENG IN SUPPORT OF DEFENDANT'S NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. §§ 1332, 1367(a), 1441(a), 1441(b), 1446 AND 1453

Action filed: February 18, 2016
Date of Removal: April 29, 2016

DECLARATION OF DAVID L. CHENG

I, David L. Cheng, declare as follows:

1. I am an attorney at law licensed to practice in the State of California and am a senior associate with the law firm of Ford & Harrison, LLP, attorneys of record for defendant Aircraft Service International, Inc. ("Defendant"). I am providing this declaration in support of Defendant's Notice of Removal. I have personal knowledge of each of the matters set forth below and, if called as a witness could and would testify competently to each of them under oath.

2. Attached hereto as **Exhibit A** is a true and correct copy of Plaintiffs Jezen Canlas and George Sto. Domingo's (collectively, "Plaintiffs") Complaint in this matter, filed in San Francisco County Superior Court (the "state trial court") on February 18, 2016.

3. Attached hereto as **Exhibit B** is a true and correct copy of the Plaintiffs' First Amended Complaint, filed with the state trial court on March 14, 2016.

4. Attached hereto as **Exhibit C** is a true and correct copy of the Summons, filed with the state trial court on February 18, 2016.

5. Attached hereto as **Exhibit D** is a true and correct copy of the Civil Case Cover Sheet, filed with the state trial court on February 18, 2016.

6. Attached hereto as **Exhibit E** is a true and correct copy of the Notice to Plaintiff of Case Management Conference, which was issued by the state court on February 18, 2016.

7. Attached hereto as **Exhibit F** is a true and correct copy of the proof of service of summons filed by Plaintiffs with the state court on April 7, 2016.

8. Attached hereto as **Exhibit G** is a true and correct copy of Defendant's Answer to Plaintiff's First Amended Complaint filed with the state court on April 27, 2016.

9. To my knowledge, the foregoing documents are all of the filed pleadings and orders that have been issued in the Orange Superior Court in this action.

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I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on the 29th day of April 2016, at Los Angeles, California.

/s/David L. Cheng
DAVID L. CHENG

CERTIFICATE OF SERVICE

UNITED STATES DISTRICT COURT)
)
NORTHERN DISTRICT OF CALIFORNIA)

I, Karina Amador, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 350 South Grand Avenue, Suite 2300, Los Angeles, California 90071. On April 29, 2016, I served a copy of the within document(s):

DECLARATION OF DAVID L. CHENG IN SUPPORT OF DEFENDANT'S NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. §§ 1332, 1441(a), 1441(b), 1446 AND 1453

X by placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent for delivery.

Arlo Garcia Uriarte, Esq.
Un Kei Wu, Esq.
Ernesto Sanchez, Esq.
Brent A. Robinson, Esq.
Liberation Law Group, P.C.
2760 Mission Street
San Francisco, CA 94110
Tel: (415) 695-1000
Fax: (415) 695-1006

Attorneys for Plaintiffs Jezen Canlas and George Sto. Domingo

X **(FEDERAL)** I declare that I am employed in the office of a member of the bar of this Court at whose direction service was made.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the above is true and correct.

Executed on April 29, 2016, at Los Angeles, California.

By: */s/ Karina Amador*
Karina Amador

EXHIBIT A

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FILED
Superior Court of California
County of San Francisco
FEB 18 2016
CLERK OF THE COURT
BY: ______ Deputy Clerk

Attorneys for PLAINTIFFS
Jezen Canlas
George Sto. Domingo

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

Jezen Canlas, George Sto. Domingo, on behalf of himself, and on behalf of others similarly situated, and the general public,

Plaintiffs,

v.

Aircraft Service International, Inc., and DOES 1-25,

Defendants.

Case No.: CGC 16-550475

COMPLAINT

CLASS ACTION

(1) FAILURE TO PROVIDE MEAL PERIOD COMPENSATION
(2) FAILURE TO PROVIDE REST PERIOD COMPENSATION
(3) UNPAID WAGES
(4) FAILURE TO PAY OVERTIME COMPENSATION
(5) WAITING TIME PENALTIES
(6) FAILURE TO FURNISH ACCURATE WAGE STATEMENTS
(7) UNFAIR COMPETITION IN VIOLATION OF CAL. BUSINESS AND PROFESSIONS CODE §§ 17200 ET. SEQ.

JURY TRIAL DEMANDED

Plaintiffs Jezen Canlas and George Sto. Domingo (hereinafter "PLAINTIFFS") submit this Complaint on behalf of themselves and on behalf of others similarly situated as follows:

I. INTRODUCTION & JURISDICTION

1. PLAINTIFFS bring this action against Aircraft Service International, Inc. and DOES 1-25 (hereinafter "DEFENDANTS") for compensatory damages, statutory damages, attorney's fees, waiting time penalties, prejudgment interest, and other appropriate and just relief.

2. Jurisdiction is proper in this Court because the alleged damages exceed $25,000.00.

3. Venue is proper because the actions or inactions hereby alleged, as they relate to PLAINTIFFS, occurred at San Francisco International Airport ("SFO"). DEFENDANTS conduct business and PLAINTIFFS are/were employed by DEFENDANTS at SFO at all times relevant to this Complaint.

II. PARTIES

4. Defendant Aircraft Service International, Inc. ("ASIG") is registered with the California Secretary of State as a corporation and regularly conducts business in the State of California.

5. ASIG offers aviation services at commercial service airports worldwide with several locations in California including SFO, Los Angeles International Airport, and San Diego International Airport.

6. PLAINTIFFS are individuals who work or worked for DEFENDANTS as fuelers. They typically performed the following duties: (1) ensure the correct loading and balancing of fuel; (2) account for fuel transactions; (3) perform quality control checks on equipment; (4) defueling aircrafts; and (5) deicing aircrafts.

7. DEFENDANTS, as PLAINTIFFS' employer, exercise direct control over the wages, hours, and working conditions of PLAINTIFFS.

8. The actions of PLAINTIFFS' supervisors, managers, and/or other employees of DEFENDANTS were ratified by DEFENDANTS. At all relevant times, the employees, owners, supervisors, agents, and managers of DEFENDANTS acted within the course and scope of their employment.

9. DEFENDANTS were, at all relevant times, PLAINTIFFS' employer and bound by California's Labor Code ("Labor Code") and Industrial Welfare Commission Wage Order No. 9-2001 ("Wage Order #9").

10. PLAINTIFFS are ignorant as to the true names and capacities of defendants sued herein as "DOES 1 – 25 inclusive" and therefore sue these by such fictitious names and capacities. PLAINTIFFS will seek leave of court to amend this Complaint and include the actual names of these fictitiously named DOE defendants if/when they are ascertained.

III. CLASS ACTION ALLEGATIONS

Definition: PLAINTIFFS bring this action on behalf of themselves and a putative class of similarly situated employees pursuant to California Code of Civil Procedure § 382. The class is defined as:

> **"All current and former hourly or non-exempt employees of DEFENDANTS who worked in the State of California at any time from four years preceding the date of filing of this action through the entry of final judgment in this action."**

11. **Numerosity and Ascertainability:** The members of the class are so numerous that joinder of all members would be impractical, if not impossible. PLAINTIFFS are informed, believe, and thereon allege that there are over 500 currently employed putative class members working for DEFENDANTS in California. The identity of putative class members is readily ascertainable by review of DEFENDANTS' records. Notice can be provided to DEFENDANTS' employees using techniques and a form of notice similar to those customarily used in class action lawsuits.

12. PLAINTIFFS are informed, believe, and thereon allege that DEFENDANTS' employees are denied hourly wages, overtime compensation, compensation for missed or inadequate meal periods, and compensation for missed or inadequate rest periods. As a result, PLAINTIFFS and putative class members are owed compensatory damages plus interests and applicable penalties.

13. **Adequacy of Representation**: PLAINTIFFS are members of the putative class. PLAINTIFFS do not have any known conflicts of interest with other putative class members and will prosecute the case vigorously on behalf of the putative class. PLAINTIFFS will fairly and adequately represent and protect the interests of putative class members. PLAINTIFFS' counsel is competent and experienced in litigating wage and hour class actions.

14. **Superiority of Class Action:** A class action is superior to all other available means of fair and efficient adjudication of this controversy. Individual joinder of all putative class members is not practicable, and questions of law and fact common to the putative class predominate over any questions affecting only individual members of the class. DEFENDANTS' employees have been damaged and are entitled to recovery by reason of DEFENDANTS' unlawful policies and/or practices described herein. Because the damages suffered by individual putative class members may be relatively small, albeit significant, the expense and burden of individual litigation make it impractical for most putative class members to seek individual redress for the wrongful conduct alleged. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

15. The Labor Code and Wage Order #9 are broadly remedial in nature. These laws and labor standards serve an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who may seek to take advantage of superior economic conditions and bargaining power in setting onerous terms and conditions of employment.

16. The nature of this action and the format of laws available to PLAINTIFFS and members of the putative class identified herein make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate DEFENDANTS would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Requiring each putative class member to pursue and individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

17. The prosecution of separate actions by individual putative class members, even if possible, would create a substantial risk of: (a) inconsistent or varying adjudications with respect to individual putative class members against the DEFENDANTS, which would establish potentially incompatible standards of conduct for the DEFENDANTS, and/or (b) adjudications with respect to individual putative class members which would, as a practical matter, be dispositive of the interest of the other putative class members not parties to the adjudications or which would substantially impair or impede the ability of DEFENDANTS' aggrieved employees to protect their interests. Further, the claims of the individual members of the putative class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

18. **Common Question of Law and Fact:** There are questions of law and fact common to putative class members that predominate over any questions affecting only individual members of the class. These common questions of law and fact include, but not limited to:

a. Whether DEFENDANTS have failed to provide compensation to putative class members who were not provided meal periods in accordance with applicable law;

b. Whether DEFENDANTS have failed to provide compensation to putative class members who were not provided rest periods in accordance with applicable law;

c. Whether DEFENDANTS have failed to pay regular hourly wages owed to putative class members;

d. Whether DEFENDANTS have failed to pay overtime compensation owed to putative class members;

e. Whether DEFENDANTS owe waiting time penalties to separated putative class members for failure to provide the compensations described herein;

f. Whether DEFENDANTS have provided inaccurate and inadequate wage statements to PLAINTIFFS and putative class members.

19. **Typicality:** PLAINTIFFS' claims are typical when compared to the potential claims of all members of the putative class. PLAINTIFFS are members of the putative class and have suffered the alleged class-wide violations described herein.

IV. STATEMENT OF FACTS

20. As a policy and practice, DEFENDANTS fail to provide PLAINTIFFS and putative class members with adequate meal periods under California law.

21. PLAINTIFFS, as fuelers, are routinely very busy and are expected to be ready or "on call" in their fuel trucks throughout their shift. Because of this expectation and due to related operational necessities, PLAINTIFFS are not provided complete and uninterrupted meal periods away from

DEFENDANTS' control. Instead, they are forced to eat quickly, usually in their trucks, whenever a spare moment is available.

22. PLAINTIFFS remain under DEFENDANTS' control if/when they manage to find time to eat a meal during their shifts.

23. Furthermore, it is common for PLAINTIFFS to eat too late into their shifts, specifically past the end of their fifth hour of work. In other words, PLAINTIFFS' meal periods are not only too short but inadequately timed pursuant to California law.

24. PLAINTIFFS, on information and belief, allege that putative class members encounter similar meal period violations due to the actions or inactions of DEFENDANTS.

25. DEFENDANTS do not provide meal period compensation to PLAINTIFFS and putative class members when meal periods are not adequately provided.

26. As a policy and practice, DEFENDANTS fail to provide PLAINTIFFS and putative class members with adequate rest periods under California law.

27. PLAINTIFFS are not adequately provided rest periods because DEFENDANTS lack a consistent and reliable policy to relieve them from work for two independent ten minute breaks outside of DEFENDANTS' control. PLAINTIFFS routinely work/worked entire shifts without any rest periods whatsoever.

28. PLAINTIFFS, on information and belief, allege that putative class members encounter similar rest period violations due to the actions or inactions of DEFENDANTS.

29. DEFENDANTS do not provide rest period compensation to PLAINTIFFS and putative class members when rest periods are not adequately provided.

30. DEFENDANTS, as a policy and practice, automatically deduct thirty minutes from the pay of PLAINTIFFS and other putative class members for meal periods. However, as described above, PLAINTIFFS and putative class members are often not provided meal periods. As a result, they

end up working through unpaid blocks of time. DEFENDANTS in turn fail to pay PLAINTIFFS and putative class members for all hours worked.

31. Additionally, DEFENDANTS fail to account for and compensate PLAINTIFFS and putative class members for daily overtime. DEFENDANTS only account for and compensate PLAINTIFFS and putative class members for weekly overtime.

32. Sometimes these aforementioned unpaid hours are overtime hours because PLAINTIFFS and putative class members work more than eight hours per day or forty hours per week. Therefore, DEFENDANTS' policy to automatically deduct meal period time from the pay of PLAINTIFFS and putative class members also leads to a failure to pay overtime compensation.

33. Due to the problems and violations detailed herein, DEFENDANTS fail to adequately record the hours worked and the compensation earned by PLAINTIFFS and putative class members. This failure leads them to issue inaccurate and inadequate wage statements under California law. PLAINTIFFS and putative class members suffer injury because of the inaccurate wage statements provided by DEFENDANTS.

34. Putative class members who are no longer employed by DEFENDANTS are owed waiting time penalties because upon their separation they were not paid all that was owed to them. For example, DEFENDANTS failed to provide wages, overtime compensation, and meal and rest period compensation owed.

V. CLAIMS FOR RELIEF

FIRST CAUSE OF ACTION

(Failure to Pay Compensation for Missed & Improper Meal Periods)

35. PLAINTIFFS reallege and incorporate by reference the allegations of paragraphs above.

36. Pursuant to Labor Code § 226.7(a) and Wage Order #9, DEFENDANTS are required to authorize and permit employees such as PLAINTIFFS to take uninterrupted meal periods of 30

minutes for work periods exceeding 5 hours and a second uninterrupted meal period of 30 minutes for work periods exceeding 10 hours.

37. DEFENDANTS fail and refuse to authorize or permit PLAINTIFFS and putative class members 30 minute meal periods after 5 hours of work and a second 30 minute meal period after 10 hours of work (where applicable) in violation of Labor Code § 226.7(a) and Wage Order #9.

38. DEFENDANTS further violate the aforementioned California statutes and orders by failing to pay PLAINTIFFS and putative class members one hour of pay at their regular rate of pay for each work day that meal periods were required but not provided.

39. PLAINTIFFS requests relief as described below.

SECOND CAUSE OF ACTION

(Failure to Pay Compensation for Missed & Improper Rest Periods)

40. PLAINTIFFS reallege and incorporate by reference the allegations of paragraphs above.

41. Pursuant to Labor Code § 226.7(a) and Wage Order #9, DEFENDANTS are required to authorize and permit employees such as PLAINTIFFS and putative class members the opportunity to take rest periods based upon total hours worked, at a rate of 10 minutes net rest time per 4 hours worked or major fraction thereof, with no deduction from wages.

42. DEFENDANTS fail and refuse to authorize and permit PLAINTIFFS and putative class members 10 minute rest periods for every four hours worked, or major fraction thereof, in violation of Labor Code § 226.7(a) and Wage Order #9.

43. DEFENDANTS have violated Labor Code § 226 and Wage Order #9 by failing to pay PLAINTIFFS and putative class members one hour of pay at theirregular rate of pay for each work day rest periods are required but not provided.

44. PLAINTIFFS request relief as described below.

THIRD CAUSE OF ACTION

(Unpaid Wages)

45. PLAINTIFFS reallege and incorporate by reference the allegations of paragraphs above.

46. Pursuant to Labor Code §§ 1194 and 1194.2 and Wage Order #9, notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage for any work performed is entitled to recover the unpaid balance of the full amount of this minimum wage, liquidated damages, including interest thereon, reasonable attorney's fees, and costs of suit.

47. DEFENDANTS have failed to pay PLAINTIFFS and putative class members for all hours worked because of their policy to automatically deduct meal period time from the time and pay records of their employees. DEFENDANTS deduct this time even though PLAINTIFFS and putative class members routinely work without adequate meal periods.

48. PLAINTIFFS request relief as described below.

FOURTH CAUSE OF ACTION

(Unpaid Overtime Compensation)

49. PLAINTIFFS reallege and incorporate by reference the allegations of paragraphs above.

50. Pursuant to Wage Order #9 and Labor Code §§ 500, 510, and 1194, PLAINTIFFS and putative class members are owed premium compensation for all overtime hours work.

51. PLAINTIFFS and putative class members fail to receive earned overtime compensation from DEFENDANTS because of their policy to automatically deduct meal period time from the time and pay records of their employees. PLAINTIFFS work through these unpaid meal period times when sometimes working more than eight hours per day or forty hours per week.

52. PLAINTIFFS and putative class members also fail to receive overtime compensation because DEFENDANTS do not accurately account for daily overtime. Instead, DEFENDANTS only account for weekly overtime.

53. As a result of DEFENDANTS' unlawful acts, PLAINTIFFS and putative class members have been deprived overtime compensation in an amount to be determined at trial, and are entitled to recovery of such amounts, plus interest thereon, under Labor Code § 1194.

54. PLAINTIFFS requests relief as described below.

FIFTH CAUSE OF ACTION

(Labor Code §§ 201-203 – Waiting Time Penalties)

55. PLAINTIFFS reallege and incorporate by reference the allegations of paragraphs above.

56. California Labor Code § 201 requires an employer who discharges an employee to pay all compensation due to that employee immediately upon discharge.

57. California Labor Code § 202 requires an employer to pay all compensation due to employees who quit within 72 hours of that employee quitting, unless the employee provides at least 72 hours' notice of quitting, in which case all compensation is due at the end of the employee's final day of work.

58. Labor Code § 203 provides that if an employer willfully fails to pay compensation as required by § 201 or § 202, then the employer is liable for waiting time penalties in the form of continued compensation of up to 30 work days.

59. DEFENDANTS willfully failed and refused to timely pay the unpaid compensations discussed herein to putative class members at the end of their employment.

60. As a result, DEFENDANTS are liable to separated putative class members for waiting time penalties, together with interest thereon under Labor Code § 203.

SIXTH CAUSE OF ACTION

(Failure to Issue Accurate Wage Statements)

61. PLAINTIFFS reallege and incorporate by reference the allegations of the paragraphs above.

62. DEFENDANTS fail to issue PLAINTIFFS and putative class members accurate itemized wage statements that properly and accurately itemize the number of hours worked and the actual payment due in violation of Labor Code § 226(a) and Wage Order #9.

63. DEFENDANTS knowingly and intentionally fail to comply with Labor Code § 226(a) and Wage Order #9 causing damages to PLAINTIFFS and putative class members.

64. These damages are difficult to estimate. Therefore, PLAINTIFFS elect to recover liquidated damages of $50.00 for the initial pay period in which the violation occurred and $100.00 for each violation in subsequent pay periods, pursuant to Labor Code § 226(e), up to the statutory maximum amount of $4,000.00, plus reasonable attorneys' fees and costs.

65. PLAINTIFFS request further relief as described below.

SEVENTH CAUSE OF ACTION

(Unfair Competition in Violation of Cal. Business and Professions Code §§ 17200 et. seq.)

66. PLAINTIFFS reallege and incorporate by reference the allegations of the above paragraphs.

67. California Business and Professions Code § 17200 et. seq. prohibits acts of unfair competition including any "unlawful and unfair business practices."

68. The conduct of DEFENDANTS, as alleged herein, has been and continues to be unfair, unlawful, and deleterious to PLAINTIFFS and putative class members and to the general public.

69. PLAINTIFFS hereby seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5. PLAINTIFFS are "persons" within the meaning of Business and Professions Code § 17204 and therefore have standing to bring this suit for injunctive relief and restitution.

70. The prompt and proper payment of wages is a fundamental public policy of the State of California. It is also the public policy of the State to enforce minimum labor standards ensuring that employees are not required or permitted to work under substandard and unlawful conditions

and to protect those employers who comply with the law from losing competitive advantage to other employers that fail to comply with labor standards and requirements.

71. Through the conduct alleged herein, DEFENDANTS acted contrary to these public policies and have thus engaged in unlawful and/or unfair business practices in violation of Business and Professions Code §§ 17200 et. seq. depriving PLAINTIFFS and putative class members the rights, benefits, and privileges guaranteed to employees under California law.

72. DEFENDANTS regularly and routinely violated the statutes and regulations referenced herein with respect to PLAINTIFFS and putative class members.

73. By engaging in these business practices, which are unfair and unlawful within the meaning of Business and Professions Code §§ 17200 et. seq., DEFENDANTS harm PLAINTIFFS and putative class members and the general public, and have gained an unfair competitive edge.

74. Under Business and Professions Code § 17203, PLAINTIFFS are entitled to obtain restitution on behalf of putative class members similarly affected by the unfair and/or unlawful business practices as set forth herein.

75. Pursuant to Business and Professions Code § 17202, PLAINTIFFS are entitled to specific relief enforcing the penalty provisions of various Labor Code sections for themselves and for members of the general public in amounts to be proven at trial. Failure to enforce the penalties due would result in the unlawful enrichment of DEFENDANTS and would promote unfair competition.

76. Pursuant to Business & Professions Code § 17203, injunctive relief is necessary to prevent DEFENDANTS from continuing to engage in the unfair business practices as alleged herein.

77. PLAINTIFFS allege, on information, and belief that DEFENDANTS and persons acting in concert with them, have committed and will continue to commit the above-described unlawful and/or unfair acts unless restrained or enjoined by this Court. Unless the relief prayed for below is granted, a multiplicity of actions will result. PLAINTIFFS and other interested persons have no

plain, speedy, or adequate remedy at law, in that pecuniary compensation alone would not afford adequate and complete relief. The above-described acts will cause great and irreparable damage to PLAINTIFFS and other interested persons unless DEFENDANTS are restrained from committing further illegal acts.

78. PLAINTIFFS' success in this action will result in the enforcement of important rights affecting the public and will confer a significant benefit upon the general public. Private enforcement of the rights enumerated in this Complaint is necessary, as public agencies have only sought limited enforcement of those rights, if any. The named PLAINTIFFS individually, and by and through counsel, are incurring a financial burden in pursuing this action on behalf of the general public. PLAINTIFFS seek to enjoin the above-referenced unlawful actions under California's Labor Code Industrial Welfare Commission Wage Orders. Therefore, PLAINTIFFS seesk an award of attorneys' fees and costs of suit on this Cause of Action pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws.

V. **PRAYERS FOR RELIEF**

WHEREFORE, PLAINTIFFS respectfully pray that this Court enter judgment in their favor and against DEFENDANTS as follows:

a. Compensatory and consequential damages;

b. Prejudgment interest pursuant to Labor Code § 218.6 accrued on all due and unpaid wages from the date that wages were due and payable, according to proof;

c. Compensation of one hour at the regular rate of pay for each meal or rest period denied in violation of Labor Code § 226.7 and Wage Order #9, according to proof;

d. Pursuant to Wage Order #9 and Labor Code §§ 510 and 1194(a), an award in the amount of unpaid minimum wages and overtime compensation owed by DEFENDANTS for the four years preceding the filing of this complaint, plus interest;

e. Waiting time penalties pursuant to Labor Code §§ 201-203;

f. Statutory penalties under Labor Code § 558;

g. Statutory damages according to proof including wage statement violations pursuant to Labor Code § 226(a) and Wage Order #9;

h. Pursuant to Business & Professions Code § 17203, an award of restitution for the unjustly amounts earned or retained DEFENDANTS by virtue of their engaging in unlawful conduct, according to proof;

i. Attorneys' fees and costs made payable to the Liberation Law Group, P.C., pursuant to Cal. Civ. Proc. Code §§ 1194, 226(e), 218.5, and other applicable laws;

j. Such other and further relief as the Court deems just and proper.

DATED: February 10, 2016

LIBERATION LAW GROUP, P.C.

Arlo Garcia Uriarte
Attorneys for PLAINTIFFS

JURY DEMAND

PLAINTIFFS hereby demand a trial by jury.

DATED: February 10, 2016

LIBERATION LAW GROUP, P.C.

Arlo Garcia Uriarte
Attorneys for PLAINTIFFS

EXHIBIT B

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Attorneys for PLAINTIFFS
Jezen Canlas
George Sto. Domingo

ELECTRONICALLY
FILED
Superior Court of California, County of San Francisco
03/14/2016
Clerk of the Court
BY:VANESSA WU
Deputy Clerk

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

Jezen Canlas, George Sto. Domingo, on behalf of himself, and on behalf of others similarly situated, and the general public, Plaintiffs, v. Aircraft Service International, Inc., and DOES 1-25, Defendants.	**Case No.: CGC 16-550475** **AMENDED COMPLAINT** **CLASS ACTION** **(1) FAILURE TO PROVIDE MEAL PERIOD COMPENSATION** **(2) FAILURE TO PROVIDE REST PERIOD COMPENSATION** **(3) UNPAID WAGES** **(4) FAILURE TO PAY OVERTIME COMPENSATION** **(5) WAITING TIME PENALTIES** **(6) FAILURE TO FURNISH ACCURATE WAGE STATEMENTS** **(7) UNFAIR COMPETITION IN VIOLATION OF CAL. BUSINESS AND PROFESSIONS CODE §§ 17200 ET. SEQ.** **(8) LABOR CODE § 2699, ET SEQ.** JURY TRIAL DEMANDED

Plaintiffs Jezen Canlas and George Sto. Domingo (hereinafter "PLAINTIFFS") submit this Complaint on behalf of themselves and on behalf of others similarly situated as follows:

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2. Jurisdiction is proper in this Court because the alleged damages exceed $25,000.00.

3. Venue is proper because the actions or inactions hereby alleged, as they relate to PLAINTIFFS, occurred at San Francisco International Airport ("SFO"). DEFENDANTS conduct business and PLAINTIFFS are/were employed by DEFENDANTS at SFO at all times relevant to this Complaint.

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4. Defendant Aircraft Service International, Inc. ("ASIG") is registered with the California Secretary of State as a corporation and regularly conducts business in the State of California.

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III. CLASS ACTION ALLEGATIONS

Definition: PLAINTIFFS bring this action on behalf of themselves and a putative class of similarly situated employees pursuant to California Code of Civil Procedure § 382. The class is defined as:

> **"All current and former hourly or non-exempt employees of DEFENDANTS who worked in the State of California at any time from four years preceding the date of filing of this action through the entry of final judgment in this action."**

11. **Numerosity and Ascertainability:** The members of the class are so numerous that joinder of all members would be impractical, if not impossible. PLAINTIFFS are informed, believe, and thereon allege that there are over 500 currently employed putative class members working for DEFENDANTS in California. The identity of putative class members is readily ascertainable by review of DEFENDANTS' records. Notice can be provided to DEFENDANTS' employees using techniques and a form of notice similar to those customarily used in class action lawsuits.

12. PLAINTIFFS are informed, believe, and thereon allege that DEFENDANTS' employees are denied hourly wages, overtime compensation, compensation for missed or inadequate meal periods, and compensation for missed or inadequate rest periods. As a result, PLAINTIFFS and putative class members are owed compensatory damages plus interests and applicable penalties.

13. **Adequacy of Representation**: PLAINTIFFS are members of the putative class. PLAINTIFFS do not have any known conflicts of interest with other putative class members and will prosecute the case vigorously on behalf of the putative class. PLAINTIFFS will fairly and adequately represent and protect the interests of putative class members. PLAINTIFFS' counsel is competent and experienced in litigating wage and hour class actions.

14. **Superiority of Class Action:** A class action is superior to all other available means of fair and efficient adjudication of this controversy. Individual joinder of all putative class members is not practicable, and questions of law and fact common to the putative class predominate over any questions affecting only individual members of the class. DEFENDANTS' employees have been damaged and are entitled to recovery by reason of DEFENDANTS' unlawful policies and/or practices described herein. Because the damages suffered by individual putative class members may be relatively small, albeit significant, the expense and burden of individual litigation make it impractical for most putative class members to seek individual redress for the wrongful conduct alleged. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

15. The Labor Code and Wage Order #9 are broadly remedial in nature. These laws and labor standards serve an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who may seek to take advantage of superior economic conditions and bargaining power in setting onerous terms and conditions of employment.

16. The nature of this action and the format of laws available to PLAINTIFFS and members of the putative class identified herein make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate DEFENDANTS would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Requiring each putative class member to pursue and individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

17. The prosecution of separate actions by individual putative class members, even if possible, would create a substantial risk of: (a) inconsistent or varying adjudications with respect to individual putative class members against the DEFENDANTS, which would establish potentially incompatible standards of conduct for the DEFENDANTS, and/or (b) adjudications with respect to individual putative class members which would, as a practical matter, be dispositive of the interest of the other putative class members not parties to the adjudications or which would substantially impair or impede the ability of DEFENDANTS' aggrieved employees to protect their interests. Further, the claims of the individual members of the putative class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

18. **Common Question of Law and Fact:** There are questions of law and fact common to putative class members that predominate over any questions affecting only individual members of the class. These common questions of law and fact include, but not limited to:

a. Whether DEFENDANTS have failed to provide compensation to putative class members who were not provided meal periods in accordance with applicable law;

b. Whether DEFENDANTS have failed to provide compensation to putative class members who were not provided rest periods in accordance with applicable law;

c. Whether DEFENDANTS have failed to pay regular hourly wages owed to putative class members;

d. Whether DEFENDANTS have failed to pay overtime compensation owed to putative class members;

e. Whether DEFENDANTS owe waiting time penalties to separated putative class members for failure to provide the compensations described herein;

f. Whether DEFENDANTS have provided inaccurate and inadequate wage statements to PLAINTIFFS and putative class members.

19. **Typicality:** PLAINTIFFS' claims are typical when compared to the potential claims of all members of the putative class. PLAINTIFFS are members of the putative class and have suffered the alleged class-wide violations described herein.

IV. STATEMENT OF FACTS

20. As a policy and practice, DEFENDANTS fail to provide PLAINTIFFS and putative class members with adequate meal periods under California law.

21. PLAINTIFFS, as fuelers, are routinely very busy and are expected to be ready or "on call" in their fuel trucks throughout their shift. Because of this expectation and due to related operational necessities, PLAINTIFFS are not provided complete and uninterrupted meal periods away from

DEFENDANTS' control. Instead, they are forced to eat quickly, usually in their trucks, whenever a spare moment is available.

22. PLAINTIFFS remain under DEFENDANTS' control if/when they manage to find time to eat a meal during their shifts.

23. Furthermore, it is common for PLAINTIFFS to eat too late into their shifts, specifically past the end of their fifth hour of work. Therefore, PLAINTIFFS' meal periods are not only too short but inadequately timed pursuant to California law.

24. PLAINTIFFS, on information and belief, allege that putative class members encounter similar meal period violations due to the actions or inactions of DEFENDANTS.

25. DEFENDANTS do not provide meal period compensation to PLAINTIFFS and putative class members when meal periods are not adequately provided.

26. As a policy and practice, DEFENDANTS fail to provide PLAINTIFFS and putative class members with adequate rest periods under California law.

27. PLAINTIFFS are not adequately provided rest periods because DEFENDANTS lack a consistent and reliable policy to relieve them from work for two independent ten minute breaks outside of DEFENDANTS' control. PLAINTIFFS routinely work/worked entire shifts without any rest periods whatsoever.

28. PLAINTIFFS, on information and belief, allege that putative class members encounter similar rest period violations due to the actions or inactions of DEFENDANTS.

29. DEFENDANTS do not provide rest period compensation to PLAINTIFFS and putative class members when rest periods are not adequately provided.

30. DEFENDANTS, as a policy and practice, automatically deduct thirty minutes from the pay of PLAINTIFFS and other putative class members for meal periods. However, as described above, PLAINTIFFS and putative class members are often not provided meal periods. As a result, they

end up working through unpaid blocks of time. DEFENDANTS in turn fail to pay PLAINTIFFS and putative class members for all hours worked.

31. Sometimes these aforementioned unpaid hours are overtime hours because PLAINTIFFS and putative class members work more than eight hours per day or forty hours per week. Therefore, DEFENDANTS' policy to automatically deduct meal period time from the pay of PLAINTIFFS and putative class members also leads to a failure to pay overtime compensation.

32. Additionally, DEFENDANTS fail to account for and compensate PLAINTIFFS and putative class members for daily overtime. DEFENDANTS only account for and compensate PLAINTIFFS and putative class members for weekly overtime.

33. Due to the problems and violations detailed herein, DEFENDANTS fail to adequately record the hours worked and the compensation earned by PLAINTIFFS and putative class members. This failure leads them to issue inaccurate and inadequate wage statements under California law. PLAINTIFFS and putative class members suffer injury because of the inaccurate wage statements provided by DEFENDANTS.

34. Putative class members who are no longer employed by DEFENDANTS are owed waiting time penalties because upon their separation they were not paid all that was owed to them. For example, DEFENDANTS failed to provide wages, overtime compensation, and meal and rest period compensation owed.

35. On February 10, 2016, PLAINTIFFS through counsel, pursuant to the Labor Code Private Attorneys General Act of 2004, sent via certified mail a letter-notice of violations to the California Labor and Workforce Development Agency ("LWDA"), as required by Labor Code §2699.3. The LWDA has not provided notice that it does or does not intend to investigate the alleged violations. Pursuant to Labor Code §2699.3(a)(2)(A), because the LWDA did not provide a notice of intent to investigate within thirty-three calendar days of the postmark date of the letter

sent to the LWDA on February 10, 2016, PLAINTIFFS may commence a civil action pursuant to Section 2699.

V. CLAIMS FOR RELIEF

FIRST CAUSE OF ACTION

(Failure to Pay Compensation for Missed & Improper Meal Periods)

36. PLAINTIFFS reallege and incorporate by reference the allegations of paragraphs above.

37. Pursuant to Labor Code § 226.7(a) and Wage Order #9, DEFENDANTS are required to authorize and permit employees such as PLAINTIFFS to take uninterrupted meal periods of 30 minutes for work periods exceeding 5 hours and a second uninterrupted meal period of 30 minutes for work periods exceeding 10 hours.

38. DEFENDANTS fail and refuse to authorize or permit PLAINTIFFS and putative class members 30 minute meal periods after 5 hours of work and a second 30 minute meal period after 10 hours of work (where applicable) in violation of Labor Code § 226.7(a) and Wage Order #9.

39. DEFENDANTS further violate the aforementioned California statutes and orders by failing to pay PLAINTIFFS and putative class members one hour of pay at their regular rate of pay for each work day that meal periods were required but not provided.

40. PLAINTIFFS request relief as described below.

SECOND CAUSE OF ACTION

(Failure to Pay Compensation for Missed & Improper Rest Periods)

41. PLAINTIFFS reallege and incorporate by reference the allegations of paragraphs above.

42. Pursuant to Labor Code § 226.7(a) and Wage Order #9, DEFENDANTS are required to authorize and permit employees such as PLAINTIFFS and putative class members the opportunity to take rest periods based upon total hours worked, at a rate of 10 minutes net rest time per 4 hours worked or major fraction thereof, with no deduction from wages.

43. DEFENDANTS fail and refuse to authorize and permit PLAINTIFFS and putative class members 10 minute rest periods for every four hours worked, or major fraction thereof, in violation of Labor Code § 226.7(a) and Wage Order #9.

44. DEFENDANTS have violated Labor Code § 226 and Wage Order #9 by failing to pay PLAINTIFFS and putative class members one hour of pay at theirregular rate of pay for each work day rest periods are required but not provided.

45. PLAINTIFFS request relief as described below.

THIRD CAUSE OF ACTION

(Unpaid Wages)

46. PLAINTIFFS reallege and incorporate by reference the allegations of paragraphs above.

47. Pursuant to Labor Code §§ 1194 and 1194.2 and Wage Order #9, notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage for any work performed is entitled to recover the unpaid balance of the full amount of this minimum wage, liquidated damages, including interest thereon, reasonable attorney's fees, and costs of suit.

48. DEFENDANTS have failed to pay PLAINTIFFS and putative class members for all hours worked because of their policy to automatically deduct meal period time from the time and pay records of their employees. DEFENDANTS deduct this time even though PLAINTIFFS and putative class members routinely work without adequate meal periods.

49. PLAINTIFFS request relief as described below.

FOURTH CAUSE OF ACTION

(Unpaid Overtime Compensation)

50. PLAINTIFFS reallege and incorporate by reference the allegations of paragraphs above.

51. Pursuant to Wage Order #9 and Labor Code §§ 500, 510, and 1194, PLAINTIFFS and putative class members are owed premium compensation for all overtime hours work.

52. PLAINTIFFS and putative class members fail to receive earned overtime compensation from DEFENDANTS because of their policy to automatically deduct meal period time from the time and pay records of their employees. PLAINTIFFS work through these unpaid meal period times when sometimes working more than eight hours per day or forty hours per week.

53. PLAINTIFFS and putative class members also fail to receive overtime compensation because DEFENDANTS do not accurately account for daily overtime. Instead, DEFENDANTS only account for weekly overtime.

54. As a result of DEFENDANTS' unlawful acts, PLAINTIFFS and putative class members have been deprived overtime compensation in an amount to be determined at trial, and are entitled to recovery of such amounts, plus interest thereon, under Labor Code § 1194.

55. PLAINTIFFS request relief as described below.

FIFTH CAUSE OF ACTION

(Labor Code §§ 201-203 – Waiting Time Penalties)

56. PLAINTIFFS reallege and incorporate by reference the allegations of paragraphs above.

57. California Labor Code § 201 requires an employer who discharges an employee to pay all compensation due to that employee immediately upon discharge.

58. California Labor Code § 202 requires an employer to pay all compensation due to employees who quit within 72 hours of that employee quitting, unless the employee provides at least 72 hours' notice of quitting, in which case all compensation is due at the end of the employee's final day of work.

59. Labor Code § 203 provides that if an employer willfully fails to pay compensation as required by § 201 or § 202, then the employer is liable for waiting time penalties in the form of continued compensation of up to 30 work days.

60. DEFENDANTS willfully failed and refused to timely pay the unpaid compensations discussed herein to putative class members at the end of their employment.

61. As a result, DEFENDANTS are liable to separated putative class members for waiting time penalties, together with interest thereon under Labor Code § 203.

SIXTH CAUSE OF ACTION

(Failure to Issue Accurate Wage Statements)

62. PLAINTIFFS reallege and incorporate by reference the allegations of the paragraphs above.

63. DEFENDANTS fail to issue PLAINTIFFS and putative class members accurate itemized wage statements that properly and accurately itemize the number of hours worked and the actual payment due in violation of Labor Code § 226(a) and Wage Order #9.

64. DEFENDANTS knowingly and intentionally fail to comply with Labor Code § 226(a) and Wage Order #9 causing damages to PLAINTIFFS and putative class members.

65. These damages are difficult to estimate. Therefore, PLAINTIFFS elect to recover liquidated damages of $50.00 for the initial pay period in which the violation occurred and $100.00 for each violation in subsequent pay periods, pursuant to Labor Code § 226(e), up to the statutory maximum amount of $4,000.00, plus reasonable attorneys' fees and costs.

66. PLAINTIFFS request further relief as described below.

SEVENTH CAUSE OF ACTION

(Unfair Competition in Violation of Cal. Business and Professions Code §§ 17200 et. seq.)

67. PLAINTIFFS reallege and incorporate by reference the allegations of the above paragraphs.

68. California Business and Professions Code § 17200 et. seq. prohibits acts of unfair competition including any "unlawful and unfair business practices."

69. The conduct of DEFENDANTS, as alleged herein, has been and continues to be unfair, unlawful, and deleterious to PLAINTIFFS and putative class members and to the general public.

70. PLAINTIFFS hereby seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5. PLAINTIFFS are "persons" within the meaning of Business and Professions Code § 17204 and therefore have standing to bring this suit for injunctive relief and restitution.

71. The prompt and proper payment of wages is a fundamental public policy of the State of California. It is also the public policy of the State to enforce minimum labor standards ensuring that employees are not required or permitted to work under substandard and unlawful conditions and to protect those employers who comply with the law from losing competitive advantage to other employers that fail to comply with labor standards and requirements.

72. Through the conduct alleged herein, DEFENDANTS acted contrary to these public policies and have thus engaged in unlawful and/or unfair business practices in violation of Business and Professions Code §§ 17200 et. seq. depriving PLAINTIFFS and putative class members the rights, benefits, and privileges guaranteed to employees under California law.

73. DEFENDANTS regularly and routinely violated the statutes and regulations referenced herein with respect to PLAINTIFFS and putative class members.

74. By engaging in these business practices, which are unfair and unlawful within the meaning of Business and Professions Code §§ 17200 et. seq., DEFENDANTS harm PLAINTIFFS and putative class members and the general public, and have gained an unfair competitive edge.

75. Under Business and Professions Code § 17203, PLAINTIFFS are entitled to obtain restitution on behalf of putative class members similarly affected by the unfair and/or unlawful business practices as set forth herein.

76. Pursuant to Business and Professions Code § 17202, PLAINTIFFS are entitled to specific relief enforcing the penalty provisions of various Labor Code sections for themselves and for

members of the general public in amounts to be proven at trial. Failure to enforce the penalties due would result in the unlawful enrichment of DEFENDANTS and would promote unfair competition.

77. Pursuant to Business & Professions Code § 17203, injunctive relief is necessary to prevent DEFENDANTS from continuing to engage in the unfair business practices as alleged herein.

78. PLAINTIFFS allege, on information, and belief that DEFENDANTS and persons acting in concert with them, have committed and will continue to commit the above-described unlawful and/or unfair acts unless restrained or enjoined by this Court. Unless the relief prayed for below is granted, a multiplicity of actions will result. PLAINTIFFS and other interested persons have no plain, speedy, or adequate remedy at law, in that pecuniary compensation alone would not afford adequate and complete relief. The above-described acts will cause great and irreparable damage to PLAINTIFFS and other interested persons unless DEFENDANTS are restrained from committing further illegal acts.

79. PLAINTIFFS' success in this action will result in the enforcement of important rights affecting the public and will confer a significant benefit upon the general public. Private enforcement of the rights enumerated in this Complaint is necessary, as public agencies have only sought limited enforcement of those rights, if any. The named PLAINTIFFS individually, and by and through counsel, are incurring a financial burden in pursuing this action on behalf of the general public. PLAINTIFFS seek to enjoin the above-referenced unlawful actions under California's Labor Code Industrial Welfare Commission Wage Orders. Therefore, PLAINTIFFS seek an award of attorneys' fees and costs of suit on this Cause of Action pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws.

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EIGHTH CAUSE OF ACTION

(Labor Code §2699)

80. PLAINTIFFS re-allege and incorporate by reference paragraphs above as though fully set for herein.

81. Pursuant to Labor Code §2699, the foregoing violations of statutes and regulations permit PLAINTIFFS to recover civil penalties through this action. Labor Code §2699 provides in relevant part that:

> (a) Notwithstanding any other provisions of law, any provision of [the California Labor Code] that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies or employees, for a violation of [the Labor Code], may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees....(e) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: ....(2) If at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

82. DEFENDANTS' violations of California wage and hour laws enable PLAINTIFFS to recover civil penalties as aggrieved employees on behalf of themselves and other similarly aggrieved employees.

83. PLAINTIFFS have complied with the procedural requirements specified in Labor Code §2699.3.

84. PLAINTIFFS have exhausted all administrative procedures required of them under Labor Code §§2698, 2699 and 2699.3, and are justified as a matter of right in bringing forward this cause of action.

85. . A copy of the letter-notice mailed to the LWDA is attached to this Complaint as **Exhibit "A".**

86. As a result of DEFENDANTS' violation of numerous provisions of the Labor Code, PLAINTIFFS seek all civil penalties, reasonable attorney fees and costs available pursuant to Labor Code §2699.

87. PLAINTIFFS may receive evidentiary support for further penalties and violations after further investigation and discovery. PLAINTIFFS will amend this complaint if appropriate to seek all applicable penalties for violations which the LWDA has failed to investigate and/or failed to issue a citation for.

88. Pursuant to Labor Code §2699(i), PLAINTIFFS and putative class members should be awarded twenty-five percent (25%) of all penalties due under California law, interest, attorneys' fees and costs. The LWDA should be awarded seventy-five percent (75%) of the penalties due and awarded.

V. PRAYERS FOR RELIEF

WHEREFORE, PLAINTIFFS respectfully pray that this Court enter judgment in their favor and against DEFENDANTS as follows:

a. Compensatory and consequential damages;

b. Prejudgment interest pursuant to Labor Code § 218.6 accrued on all due and unpaid wages from the date that wages were due and payable, according to proof;

c. Compensation of one hour at the regular rate of pay for each meal or rest period denied in violation of Labor Code § 226.7 and Wage Order #9, according to proof;

d. Pursuant to Wage Order #9 and Labor Code §§ 510 and 1194(a), an award in the amount of unpaid minimum wages and overtime compensation owed by DEFENDANTS for the four years preceding the filing of this complaint, plus interest;

e. Waiting time penalties pursuant to Labor Code §§ 201-203;

f. Statutory penalties under Labor Code § 558;

g. Statutory damages according to proof including wage statement violations pursuant to Labor Code § 226(a) and Wage Order #9;

h. Pursuant to Business & Professions Code § 17203, an award of restitution for the unjustly amounts earned or retained DEFENDANTS by virtue of their engaging in unlawful conduct, according to proof;

i. Attorneys' fees and costs made payable to the Liberation Law Group, P.C., pursuant to Cal. Civ. Proc. Code §§ 1194, 226(e), 218.5, and other applicable laws;

j. Pursuant to Labor Code §2699(i), twenty-five percent (25%) of all penalties due under California law, interest, attorneys' fees and costs. The LWDA should be awarded seventy-five percent (75%) of the penalties due and awarded;

k. Such other and further relief as the Court deems just and proper.

DATED: March 14, 2016

LIBERATION LAW GROUP, P.C.

Arlo Garcia Uriarte
Attorneys for PLAINTIFFS

JURY DEMAND

PLAINTIFFS hereby demand a trial by jury.

DATED: March 14, 2016

LIBERATION LAW GROUP, P.C.

Arlo Garcia Uriarte
Attorneys for PLAINTIFFS

EXHIBIT A

Arlo García Uriarte, Esq.
Un Kei Wu, Esq.
Ernesto Sánchez, Esq.
Brent Robinson, Esq.
Nick Aguilar, Esq. (FL only)

LIBERATION LAW GROUP, P.C.

Legal Assistants:
Briana Alemán
Lorenzo Barrera
Cynthia Bourjac
Miriam Salazar

2760 Mission Street · San Francisco, CA 94110 · (415) 695-1000 · (415) 695-1006 FAX

February 10, 2016

VIA CERTIFIED MAIL
Mark Woo-Sam, Esq.
Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

Re: Canlas v. Aircraft Service International, Inc.

Dear Mr. Woo-Sam:

Pursuant to the Labor Code's Private Attorneys General Act of 2004, Plaintiffs Jezen Canlas and George Sto. Domingo ("Plaintiffs") apply to recover civil penalties against Defendant Aircraft Service International, Inc. ("Defendant") through a civil action brought on behalf of themselves, other current and former of Defendant, and the general public.

Attached is a list of violations relevant to the aforementioned action. Plaintiffs will send updated notice should further investigation shed light on new violations or further light on the violations described herein. Please consider this letter the enclosed notice required by California Labor Code Section 2699.3.

Very truly yours,

Arlo Garcia Uriarte

Enclosure

cc: Aircraft Service International, Inc.
CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Labor Code § 2699 Notice of Violations

Plaintiffs Jezen Canlas and George Sto. Domingo ("Plaintiffs") are current and former employees of Defendant Aircraft Service International, Inc. ("Defendant"). Plaintiffs work or worked for Defendant as aircraft fuelers.

In violation of California's Labor Code and Wage Order No. 9 issued by the Industrial Welfare Commission ("IWC"), Defendants committed and continue to commit the following wage and hour violations to the detriment of Plaintiffs and other similarly situated employees:

(1) Defendant denies Plaintiffs and similarly situated employees adequate meal periods. When meal periods are denied, Defendant fails to pay the required meal period compensation in violation of Labor Code §§ 226 and 512 and IWC Wage Order No. 9 § 11. Plaintiffs are instructed to remain "on call" or in their fuel trucks throughout their workday. They are not given the opportunity to take complete and interrupted meal periods outside of Defendant's control. When they get a chance to eat a meal, it is usually on-duty, for less than thirty minutes, and/or in Defendant's control.

(2) Defendant denies Plaintiffs and similarly situated employees adequate rest periods. When rest periods are denied, Defendants fails to pay Plaintiffs and similarly situated employees the required rest period compensation in violation of Labor Code §§ 226 and 512 and IWC Wage Order No. 9 § 12. Defendant has no reliable policy or practice to provide Plaintiffs an opportunity for two independent rest breaks outside of Defendant's control. Plaintiffs are typically very busy and "on call" and have no opportunity for rest breaks.

(3) Defendant fails to pay Plaintiffs all wages owed in violation of Labor Code §§ 1194 and 1194.2. This failure occurs because Defendant has a policy of deducting thirty minutes automatically from the pay of Plaintiffs for their supposed meal period. As mentioned above, Plaintiffs are routinely not provided the opportunity for a meal period and end up working through an unpaid block of time.

(4) Defendant fails to pay Plaintiffs overtime compensation in violation of Labor Code §§ 500, 510, and 1194. Defendant fails to pay overtime compensation because of their policy to automatically deduct meal period time from the pay and time record of Plaintiffs. Sometimes, Plaintiffs work overtime shifts. Therefore, Defendant's failure to pay for all minutes worked can lead to overtime violations. Defendant also fails to pay overtime compensation because it fails to account for overtime on a daily basis. Defendant only accounts for overtime on a weekly basis.

(5) Defendant fails to provide Plaintiffs adequate wage statements in violation of Labor Code § 226. The wage statements issued by Defendant are inaccurate because they do not detail all of the correct hours worked by Plaintiffs nor the correct corresponding pay owed to them.

Pursuant to Labor Code § 2699, Plaintiffs seek to recover all applicable civil penalties, including those listed in Labor Code § 558, from Defendant for the aforementioned Labor Code violations and violations of IWC Wage Order #9.

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Aircraft Srv. International, Inc.
CT Corporation System
818 West Seventh St. Suite 930
Los Angeles, CA 90017

9590 9403 0325 5155 5543 33

2. Article Number *(Transfer from service label)*

7014 2120 0002 2053 2090

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery 2/1/16

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

EXHIBIT C

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

Aircraft Service International, Inc., and DOES 1-25

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Jezen Canlas, George Sto. Domingo, on behalf of himself, and on behalf of others similarly situated, and the general public

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), *en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), *en el Centro de Ayuda de las Cortes de California,* (www.sucorte.ca.gov) *o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.*

The name and address of the court is:
(El nombre y dirección de la corte es): San Francisco Superior Court
400 McAllister Street
San Francisco, CA 4102

CASE NUMBER: *(Número del Caso):* CGC 16-550475

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del ~~demandante que~~ no tiene abogado, es):
Arlo Uriarte, Liberation Law Group, P.C. 2760 Mission Street San Francisco, CA 94110, (415)-695-1000

DATE: ~~02/10/2016~~ FEB 18 2016 *(Fecha)* SF SUPERIOR COURT Clerk, by *(Secretario)* DE LA VEGA-NAVARRO, Rossaly , Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL] SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN FRANCISCO

NOTICE TO THE PERSON SERVED: ~~You are served~~
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:
3. ☐ on behalf of *(specify)*:

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify)*:

4. ☐ by personal delivery on *(date)*:

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

EXHIBIT D

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*	FOR COURT USE ONLY
Arlo Garcia Uriarte (S.B.N. 231764) Liberation Law Group, P.C. 2760 Mission Street San Francisco, CA 94110 TELEPHONE NO.: 415-695-1000 FAX NO.: 415-695-1006 ATTORNEY FOR *(Name):* Jezen Canlas and George Sto. Domingo	FILED Superior Court of California County of San Francisco FEB 18 2016 CLERK OF THE COURT BY: [signature] Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME:	
CASE NAME: Canlas v. Aircraft Service International, Inc.	

CIVIL CASE COVER SHEET	Complex Case Designation	CASE NUMBER: CGC 16-550475
☑ Unlimited (Amount demanded exceeds $25,000) ☐ Limited (Amount demanded is $25,000 or less)	☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	JUDGE: DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort
- ☐ Auto (22)
- ☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- ☐ Asbestos (04)
- ☐ Product liability (24)
- ☐ Medical malpractice (45)
- ☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- ☐ Business tort/unfair business practice (07)
- ☐ Civil rights (08)
- ☐ Defamation (13)
- ☐ Fraud (16)
- ☐ Intellectual property (19)
- ☐ Professional negligence (25)
- ☐ Other non-PI/PD/WD tort (35)

Employment
- ☐ Wrongful termination (36)
- ☑ Other employment (15)

Contract
- ☐ Breach of contract/warranty (06)
- ☐ Rule 3.740 collections (09)
- ☐ Other collections (09)
- ☐ Insurance coverage (18)
- ☐ Other contract (37)

Real Property
- ☐ Eminent domain/Inverse condemnation (14)
- ☐ Wrongful eviction (33)
- ☐ Other real property (26)

Unlawful Detainer
- ☐ Commercial (31)
- ☐ Residential (32)
- ☐ Drugs (38)

Judicial Review
- ☐ Asset forfeiture (05)
- ☐ Petition re: arbitration award (11)
- ☐ Writ of mandate (02)
- ☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- ☐ Antitrust/Trade regulation (03)
- ☐ Construction defect (10)
- ☐ Mass tort (40)
- ☐ Securities litigation (28)
- ☐ Environmental/Toxic tort (30)
- ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint
- ☐ RICO (27)
- ☐ Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- ☐ Partnership and corporate governance (21)
- ☐ Other petition *(not specified above)* (43)

2. This case ☐ is ☑ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   - a. ☐ Large number of separately represented parties
   - b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   - c. ☐ Substantial amount of documentary evidence
   - d. ☐ Large number of witnesses
   - e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   - f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply):* a. ☑ monetary b. ☑ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action *(specify):* 7
5. This case ☑ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: February 10, 2016

Arlo Garcia Uriarte
(TYPE OR PRINT NAME)

[signature]
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

EXHIBIT E

NOTICE TO PLAINTIFF

A Case Management Conference is set for:

DATE: **JUL-20-2016**

TIME: **10:30AM**

PLACE: **Department 610**
400 McAllister Street
San Francisco, CA 94102-3680

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference. However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed, served and lodged in Department 610 twenty-five (25) days before the case management conference.

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state. **This case is eligible for electronic filing and service per Local Rule 2.11. For more information, please visit the Court's website at www.sfsuperiorcourt.org under Online Services.**

ALTERNATIVE DISPUTE RESOLUTION POLICY REQUIREMENTS

IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE PARTICIPATE IN EITHER MEDIATION, JUDICIAL OR NON-JUDICIAL ARBITRATION, THE EARLY SETTLEMENT PROGRAM OR SOME SUITABLE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.
(SEE LOCAL RULE 4)

Plaintiff must serve a copy of the Alternative Dispute Resolution Information Package on each defendant along with the complaint. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the Alternative Dispute Resolution Information Package prior to filing the Case Management Statement.

[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]

Superior Court Alternative Dispute Resolution Coordinator
400 McAllister Street, Room 103
San Francisco, CA 94102
(415) 551-3869

See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.

EXHIBIT F

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, Bar number, and address): Liberation Law Group, Arlo Garcia Uriarte, SBN 231764 2760 Mission St San Francisco, CA 94110 TELEPHONE NO.: 415-695-1000 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): JEZEN CANLAS	FOR COURT USE ONLY ELECTRONICALLY **FILED** *Superior Court of California, County of San Francisco* **04/07/2016** **Clerk of the Court** BY: NOELIA RIVERA Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 McAllister Street, Room 103 MAILING ADDRESS: CITY AND ZIP CODE: San Francisco 94102 BRANCH NAME: Civic Center Courthouse	
PLAINTIFF/PETITIONER: JEZEN CANLAS DEFENDANT/RESPONDENT: AIRCRAFT SERVICE INTERNATIONAL, INC.	CASE NUMBER: CGC-16-550475
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: CANLAS v. AIRCRAFT

BY FAX

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of *(specify documents):*
   AMENDED COMPLAINT; NOTICE TO PLAINTIFF; ADR INFORMATION PACKAGE; BLANK CASE MANAGEMENT STATEMENT; EXPEDITED JURY TRIAL INFORMATION SHEET; SUMMONS; EXHIBITS
3. a. Party served *(specify name of party as shown on documents served):*
   AIRCRAFT SERVICE INTERNATIONAL, INC.

   b. [X] Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b whom substituted service was made) *(specify name and relationship to the party named in item 3a):*
   Valerie Villegas, PROCESS SPECIALIST, PERSON AUTHORIZED TO ACCEPT, who accepted service, with identity confirmed by verbal communication, an Hispanic female approx. 35-45 years of age, 5'4"-5'6" tall, weighing 140-160 lbs with brown hair.
4. Address where the party was served:
   CT CORPORATION SYSTEM, 818 W SEVENTH ST, SUITE 930, LOS ANGELES, CA 90017
5. I served the party *(check proper box)*

   a. [X] **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on *(date):* **03/31/2016** at *(time):* **2:38 PM**

   b. [ ] **by substituted service.** On *(date):* at *(time):* I left the documents listed in item 2 with or in the presence of *(name and title or relationship to person indicated in item 3):*

   (1) [ ] **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.

   (2) [ ] **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.

   (3) [ ] **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.

   (4) [ ] I thereafter caused to be mailed (by first class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc § 415.20). Documents were mailed on *(date):* from *(city):* **or** [ ] a declaration of mailing is attached.

   (5) [ ] I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: JEZEN CANLAS	CASE NUMBER:
DEFENDANT/RESPONDENT: AIRCRAFT SERVICE INTERNATIONAL, INC.	CGC-16-550475

c. ☐ **by mail and acknowledgement of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,

(1) on *(date):* (2) from *(city):*

(3) ☐ with two copies of the *Notice and Acknowledgement of Receipt* and a postage-paid return envelope addressed to me. *(Attach completed Notice and Acknowledgement of Receipt.)* (Code Civ. Proc., § 415.30)

(4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40)

d. ☐ **by other means** *(specify means of service and authorizing code section):*

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

a. ☐ as an individual defendant.

b. ☐ as the person sued under the fictitious name of *(specify):*

c. ☐ as occupant.

d. ☒ On behalf of *(specify)* **AIRCRAFT SERVICE INTERNATIONAL, INC.**

under the following Code of Civil Procedure section:

☒ 416.10 (corporation)	☐ 415.95 (business organization, form unknown)
☐ 416.20 (defunct corporation)	☐ 416.60 (minor)
☐ 416.30 (joint stock company/association)	☐ 416.70 (ward or conservatee)
☐ 416.40 (association or partnership)	☐ 416.90 (authorized person)
☐ 416.50 (public entity)	☐ 415.46 (occupant)
	☐ other:

7. **Person who served papers**

a. Name: **Mario Lopez**
b. Address: **316 W 2nd St., 3rd Floor, Los Angeles, CA 90012**
c. Telephone number: **213-621-9999**
d. The fee for service was: **$ 59.50**
e. I am:

(1) ☐ not a registered California process server.

(2) ☐ exempt from registration under Business and Professions Code section 22350(b).

(3) ☒ registered California process server:

(i) ☐ owner ☐ employee ☒ independent contractor. For: **ABC Legal Services, Inc.**

(ii) ☒ Registration No.: **5986** Registration #: **6779**

(iii) ☒ County: **Los Angeles** County: **Los Angeles**

BY FAX

8. ☒ **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ **I am a California sheriff or marshal and I certify** that the foregoing is true and correct.

Date: 3/31/16

Mario Lopez
(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

(SIGNATURE)

EXHIBIT G

Ford & Harrison LLP
Michelle B. Abidoye, Bar No. 232782
David L. Cheng, Bar No. 240926
Alexandria M. Witte, Bar No. 273494
350 South Grand Avenue, Suite 2300
Los Angeles, CA 90071
Telephone: 213-237-2400
Facsimile: 213-237-2401
Email: mabidoye@fordharrison.com
dcheng@fordharrison.com
awitte@fordharrison.com

Attorneys for Defendant
AIRCRAFT SERVICE INTERNATIONAL, INC.

ELECTRONICALLY
FILED
Superior Court of California, County of San Francisco
04/27/2016
Clerk of the Court
BY: RONNIE OTERO
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

JEZEN CANLAS, GEORGE STO. DOMINGO, on behalf of himself, and on behalf of others similarly situated, and the general public, Plaintiffs, v. AIRCRAFT SERVICE INTERNATIONAL, INC., and DOES 1-25, Defendant.	Case No. CGC-16-550475 **DEFENDANT AIRCRAFT SERVICE INTERNATIONAL, INC.'S ANSWER TO PLAINTIFFS JEZEN CANLAS AND GEORGE STO. DOMINGO'S UNVERIFIED FIRST AMENDED CLASS ACTION COMPLAINT** Action filed: February 18, 2016 Trial date: None set

Defendant AIRCRAFT SERVICE INTERNATIONAL, INC. ("Defendant"), by and through its counsel of record, hereby answer the unverified First Amended Complaint ("FAC") of Plaintiffs JEZEN CANLAS and GEORGE STO. DOMINGO (collectively, "Plaintiffs"), as follows:

GENERAL DENIAL

Pursuant to the provisions of California Code of Civil Procedure section 431.30(d), Defendant denies generally and specifically each and every allegation contained in the FAC. In addition, Defendant denies that Plaintiffs and/or putative class members have sustained, or will sustain, any loss or damage in the manner alleged, or otherwise, by reason of any act or omission, or any other conduct or absence thereof, on the part of Defendant or anyone acting on its behalf. Without conceding that they have the burden of proof or persuasion, Defendant also asserts the following Affirmative Defenses:

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

(Facts Insufficient to State Any Cause of Action)

1. The FAC as a whole, and each purported cause of action alleged therein, fails to state facts sufficient to constitute any cause of action against Defendant upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

(Statute of Limitations)

2. The FAC as a whole, and each purported cause of action alleged and remedy sought therein, is barred in whole or in part by the applicable statute of limitations, including but not limited to California Code of Civil Procedure sections 203, 337, 337.1, 338, 339, 340 and 343, as well as California Business and Professions Code section 17208.

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///

THIRD AFFIRMATIVE DEFENSE

(Penalties and Premium Pay Not Available)

3. Plaintiffs' and putative class members' claims for penalties, including but not limited to penalties under Labor Code sections 226 and 203 are barred in whole or in part, because Plaintiffs and putative class members have not alleged, and cannot allege, facts demonstrating that Defendant's conduct was willful or harmful. Without admitting any facts pled in the FAC, Defendant alleges that it engaged in lawful conduct that was with cause and justification, and Defendant is not liable for any purported injuries or claims which Plaintiffs and putative class members now declare.

FOURTH AFFIRMATIVE DEFENSE

(Lack of Standing)

4. Plaintiffs' allegations, including, but not limited to, their allegations regarding their prayer for recovery are barred, in whole or in part, because Plaintiffs and/or putative class members lack standing to assert or recover them.

FIFTH AFFIRMATIVE DEFENSE

(No Unfair Competition)

5. Plaintiffs' purported first cause of action is barred because the alleged practices are not unlawful or unfair, the public is not likely to be deceived by any alleged practices, Defendant gained no competitive advantage by such alleged practices and the benefits of the alleged practices outweigh any alleged harm or other impact it may cause.

SIXTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

6. Without admitting any facts pled by Plaintiffs, Defendant alleges that if Plaintiffs and/or putative class members have sustained any loss, injury or damages either as alleged in the FAC or at all, which Defendant expressly denies, the same were directly and proximately caused and/or exacerbated by Plaintiffs' and/or putative class members' own conduct, promises and representations to Defendant, and failure to take actions to mitigate these losses, injuries, or damages.

SEVENTH AFFIRMATIVE DEFENSE

(Waiver)

7. The FAC, and each purported cause of action alleged therein, is barred on the ground that Plaintiffs and/or putative class members have expressly and/or impliedly waived the right to assert such causes of action by virtue of their verbal and/or written expressions or conduct.

EIGHTH AFFIRMATIVE DEFENSE

(Estoppel and Res Judicata)

8. By virtue of their conduct and/or in light of Plaintiffs' FAC that have been previously adjudicated, Plaintiffs and/or putative class members must be estopped from asserting any of the causes of action and/or issues in the FAC against Defendant.

NINTH AFFIRMATIVE DEFENSE

(Laches)

9. Plaintiffs and putative class members are barred from proceeding with this action on the ground that Plaintiffs and/or putative class members are guilty of laches in failing to timely commence this action, which have prejudiced Defendant in its ability to discover adequate witnesses, testimony, facts, and evidence to support Defendant's defenses.

TENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

10. Defendant is informed and believes and thereon alleges that Plaintiffs and putative class members, by their own conduct, are guilty of unclean hands, which completely bar or reduce recovery, if any, to which they may be entitled, all in accordance with proof at trial.

ELEVENTH AFFIRMATIVE DEFENSE

(Consent)

11. The FAC, and each purported cause of action alleged therein, is barred on the ground that at all times alleged in the FAC, Plaintiffs and/or putative class members expressly or impliedly assented to, ratified, or concurred with the conduct alleged to be unlawful.

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TWELFTH AFFIRMATIVE DEFENSE

(Failure to Exhaust Administrative Remedies)

12. Plaintiffs and/or other putative class members failed to exhaust available administrative remedies and is therefore precluded from obtaining any relief under his alleged causes of action in the FAC.

THIRTEENTH AFFIRMATIVE DEFENSE

(Right to Offset)

13. Defendant alleges that it has suffered damages by reason of Plaintiffs' and/or putative class members' conduct, and Defendant has a right to offset its damages against the damages, if any, of Plaintiffs and/or other putative class members.

FOURTEENTH AFFIRMATIVE DEFENSE

(Speculative Damages and/or Penalties)

14. Plaintiffs and/or putative class members are precluded from recovering the damages alleged in the FAC because those damages and/or penalties are too vague, ambiguous, excessive, unreasonable, uncertain and speculative to permit recovery.

FIFTEENTH AFFIRMATIVE DEFENSE

(Release)

15. The FAC, and each purported cause of action alleged therein, is barred on the ground that Plaintiffs and/or putative class members have released and waived any and all claims they may have against Defendant.

SIXTEENTH AFFIRMATIVE DEFENSE

(Third Parties)

16. Defendant alleges that the FAC, and each purported cause of action contained therein, is barred in whole or in part because any injuries or damages allegedly sustained by Plaintiffs and/or putative class members were not the result of any acts, omissions or other conduct of Defendant. Further, any alleged injuries were caused in part or in whole by third parties or intervening occurrences.

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SEVENTEENTH AFFIRMATIVE DEFENSE

(Compliance and Good Faith)

17. Defendant alleges that the FAC, and each purported cause of action contained therein, is barred in whole or in part because Defendant exercised reasonable care and compensated Plaintiffs and/or putative class members in a manner that Defendant believed, in good faith, complied with the applicable laws and provisions, including the Labor Code and the IWC Wage Orders. As such, a good faith dispute exists as to alleged monies, wages and/or penalties owed. Moreover, any alleged deficiencies were subject to cure, and therefore any penalties would be barred.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Lack of Knowledge)

18. Defendant alleges that the FAC, and each purported cause of action contained therein, is barred in whole or in part and limited by its lack of actual or constructive knowledge. Plaintiffs and/or other putative class members did not inform Defendant of alleged failure to pay wages or premium wages, failure to provide meal and/or rest periods, or any alleged inaccuracies regarding their pay stubs, prior to filing a lawsuit. Plaintiffs and/or other putative class members, therefore, did not provide Defendant with an opportunity to correct any alleged violations and provide the appropriate remedy, if any, to Plaintiffs and/or other putative class members prior to the time the original Complaint and/or FAC was filed.

NINETEENTH AFFIRMATIVE DEFENSE

(De Minimis Claims)

19. Defendant alleges that Plaintiffs' and/or other putative class members' claims are barred, or at least limited, because the alleged uncompensated work time is/was de minimis.

TWENTIETH AFFIRMATIVE DEFENSE

(No Continuing Violations)

20. Defendant alleges the FAC, and each purported cause of action contained therein, or some of them, for restitution and/or injunctive relief is barred with respect to any alleged violations that have discontinued, ceased, or are not likely to reoccur.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(No Authorization, Adoption, or Ratification)

21. Defendant alleges the FAC, and each purported cause of action contained therein, or some of them, are barred because assuming arguendo that Plaintiffs and/or other putative class members engaged in any of the acts alleged in the FAC, such actions were committed outside the course and scope of such employee's employment, were not authorized, adopted or ratified by Defendant, and/or Defendant did not know, nor should they have known of such conduct.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Failure to Show Non-Payment of Overtime)

22. Any recovery on Plaintiffs' FAC with respect to the allegations of failure to pay overtime is barred because Plaintiffs and/or all other putative class members were not entitled to overtime compensation, additional or otherwise, under the California Labor Code, the applicable wage orders of the California Industrial Welfare Commission, and/or applicable federal law.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Failure to Show Any Facts of Refusal to Make Payment or False Denial of the Amount or Validity of Wages)

23. Defendant alleges that the FAC, and each purported cause of action contained therein, is barred in whole or in part because Defendant exercised reasonable care and compensated Plaintiffs and/or other putative class members in a manner that Defendant believed, in good faith, complied with the applicable laws and provisions, including the Labor Code and the IWC Wage Orders. Plaintiffs and/or putative class members have failed to allege facts showing that any person, agent, manager, supervisor, or officer of Defendant willfully, knowingly or intentionally refused to pay wages due and payable after a demand had been made or falsely denied the amount or validity thereof, with the intent to secure for themselves any discount upon which such indebtedness, or with intent to annoy, harass, oppress, hinder, delay or defraud the person to whom indebtedness is due. As such, a good faith dispute exists as to alleged monies, wages and/or penalties owed. Moreover, any alleged deficiencies were subject to cure, and therefore any penalties would be barred.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(Failure to Show Intentional Violation of Wage Statements)

24. Plaintiffs' FAC, and each claim contained therein, is barred to the extent that Plaintiffs and/or putative class members have failed to allege any facts showing that Defendant, or any officer, agent, employee, fiduciary, or other person who has the control, receipt, custody, or disposal of, or pays the wages due an employee, willfully, knowingly and intentionally violated the provisions of California Labor Code section 226. Plaintiffs and/or putative class members, therefore, have no claim pursuant to California Labor Code sections 226(e) and/or 226.6.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

(Failure to Show Injury Based on Inaccurate Wage Statements)

25. Plaintiffs' FAC, and each claim contained therein, is barred to the extent that Plaintiffs and/or putative class members cannot show that he and/or the putative class members have suffered the requisite "injury" required to have standing to maintain a claim for failure to provide accurate wage statements pursuant to California Labor Code section 226(e).

TWENTY-SIXTH AFFIRMATIVE DEFENSE

(Failure to Show Failure to Provide Meal/Rest Periods)

26. Plaintiffs' FAC, and each claim contained therein, is barred to the extent that Plaintiffs and/or putative class members cannot allege facts that show that Defendant failed to provide meal/rest periods in accordance with applicable IWC Wage Orders and/or California Labor Code section 512.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

(Waiver of Meal Periods)

27. Plaintiffs' FAC, and each claim contained therein, is barred to the extent that Plaintiffs or other putative class members signed legally valid written waivers of any meal periods or voluntarily or orally waived meal periods.

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TWENTY-EIGHTH AFFIRMATIVE DEFENSE

(Written Acknowledgment of an On-Duty Meal Period)

28. Plaintiffs' FAC, and each claim contained therein, is barred to the extent that the nature of the work required an on-duty meal period, which was acknowledged in writing, and could later be revoked. To the extent that Plaintiffs or other employees signed a written acknowledgment for an on-duty meal period, there can be no claim for alleged meal period violations.

TWENTY-NINTH AFFIRMATIVE DEFENSE

(Failure to Show Violation of Statute, Provision or Public Policy of State of California)

29. Defendant cannot be found liable because Defendant did not violate any statute or constitutional provision or public policy of the State of California.

THIRTIETH AFFIRMATIVE DEFENSE

(Adequate Remedy at Law)

30. To the extent the FAC seeks injunctive relief, the FAC is barred because Plaintiffs and/or putative class members have an adequate and complete remedy at law.

THIRTY-FIRST AFFIRMATIVE DEFENSE

(Failure to Comply with the Employer's Directions)

31. Without admitting any facts pled by Plaintiffs, Defendant alleges that if Plaintiffs and/or putative class members have sustained any loss, injury or damages either as alleged in the FAC or at all, which Defendant expressly denies, Plaintiffs and other putative class members failed to comply with the directions of Defendant concerning the service on which they were engaged and such obedience to Defendant's directions was neither impossible nor unlawful and would not impose new and unrealistic burdens. To the extent Plaintiffs and/or putative class members have sustained any loss, injury or damages either as alleged in the FAC, they were directly and proximately caused and/or exacerbated by Plaintiffs' or putative class members' own conduct, promises and representations to Defendant, and failure to take actions to mitigate these losses, injuries, or damages. To the extent that Plaintiffs and/or putative class members failed to

follow Defendant's directions regarding meal periods, rest periods, time keeping and recording, reporting time pay, they are barred from seeking recovery pursuant to California Labor Code section 2856.

THIRTY-SECOND AFFIRMATIVE DEFENSE

(Plaintiffs' Action is Frivolous and in Bad Faith)

32. Defendant alleges that it is entitled to recover reasonable expenses, including attorney's fees if allowable, from Plaintiffs and Plaintiffs' counsel in that Plaintiffs' FAC and each purported cause of action as alleged therein is frivolous and was brought and maintained in bad faith and without reasonable cause, is totally and completely without merit, and was brought for the sole purpose of harassing Defendant.

THIRTY-THIRD AFFIRMATIVE DEFENSE

(Lawful Part of Business Operations)

33. Defendant alleges the FAC, and each purported cause of action contained therein, is barred because the alleged conduct, if true, would be an essential lawful part of Defendant's business operations and/or consistent with industry practice.

THIRTY-FOURTH AFFIRMATIVE DEFENSE

(No Right to a Jury Trial)

34. Plaintiffs' FAC, and each cause of action alleged therein, fails to the extent that Plaintiffs seek a jury trial for claims that are of a nature or right that did not provide for a jury trial at common law prior to the adoption of the California Constitution. To the extent that Plaintiffs seeks a jury trial for such claims, there is no such jury trial right.

THIRTY-FIFTH AFFIRMATIVE DEFENSE

(Failure to State Facts Warranting Class Certification

and Class Damages or Any Other Representative Action)

35. This case is not appropriate for class certification because the FAC as a whole, and each purported cause of action alleged therein, fails to state facts sufficient to constitute a class action against Defendant.

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THIRTY-SIXTH AFFIRMATIVE DEFENSE

(Lack of Adequate Class Counsel)

36. This case is not appropriate for class certification because neither Plaintiffs nor Plaintiffs' Counsel are able to fairly and adequately protect the interests of all members of the putative class.

THIRTY-SEVENTH AFFIRMATIVE DEFENSE

(Lack of Numerosity)

37. This case is not appropriate for class certification because the members of the proposed class are not so numerous that joinder of all members would be impracticable.

THIRTY-EIGHTH AFFIRMATIVE DEFENSE

(Lack of Typical and Adequate Class Representative)

38. This case is not appropriate for class certification because Plaintiffs are not typical or adequate representatives of the purported class members of the FAC or any alleged cause of action asserted therein.

THIRTY-NINTH AFFIRMATIVE DEFENSE

(Failure to State Facts Warranting a Predominance of Common Questions of Fact and Law)

39. This case is not appropriate for class action because common questions of fact do not predominate over individual questions of fact raised in each of the alleged causes of action in the FAC.

FORTIETH AFFIRMATIVE DEFENSE

(Lack of Superiority of Class Action Device)

40. This case is not appropriate for class certification because class treatment is not the superior method for resolving the alleged claims, including but not limited to the administrative remedy provided by the California State Labor Commissioner that is available to Plaintiffs and each alleged putative class member.

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FORTY-FIRST AFFIRMATIVE DEFENSE

(Existence of Class/Collective Action Waiver)

41. This case is not appropriate for class-, collective- and/or representative-wide adjudication on the grounds and to the extent that Plaintiffs and/or putative class members had entered into Collective Bargaining Agreement that, as a condition of employment, they agreed to waive any right they may have to be a lead and/or member of a class/collective/representative action lawsuit or a representative of a class/collective/representative action lawsuit against Defendant.

FORTY-SECOND AFFIRMATIVE DEFENSE

(Federal and/or State Preemption and/or Exemption)

42. Plaintiffs' FAC, and each claim contained therein, is barred to the extent that Plaintiffs' and putative class members' claims are preempted by federal and/or state law, and/or they are exempt from certain obligations under federal and/or state law, including but not limited to California Labor Code § 514; California Labor Code § 515; Industrial Wage Order No. 9, 8 Cal. Code Regs. § 11090; the Railway Labor Act, 45 U.S.C. §§ 151, *et seq.*; the Airline Deregulation Act of 1978, 49 U.S.C. §§ 1301, *et seq.* and § 41713(b)(1); the Federal Aviation Administration Authorization Act, 45 U.S.C § 14501, *et seq.*; and/or the Labor Management Relations Act, 29 U.S.C. §§ 141, *et seq.*

FORTY-THIRD AFFIRMATIVE DEFENSE

(Failure to Show Intent or Willfulness)

43. Plaintiffs' claims for penalties, including, but not limited to penalties under California Labor Code Sections 203, 226, 558, 1194, 1194.2, and 2698, *et seq.*, are barred in whole or in part, because Plaintiffs have not alleged, and cannot allege, facts demonstrating, that Defendant's conduct was willful, intentional or harmful. Without admitting any facts pled in the FAC, Defendant alleges that it engaged in lawful conduct that was with cause and justification, and Defendant is not liable for any purported injuries or claims which Plaintiffs and all purported Putative Class members now declare.

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FORTY-FOURTH AFFIRMATIVE DEFENSE

(Failure to Perform Services in Conformity to the Usage of the Place of Performance)

44. Plaintiffs' FAC, and each cause of action contained therein, is barred to the extent that Plaintiffs and other employees failed to perform services in conformity to the usage of the place of performance directed by Defendant. Plaintiffs and other employees, therefore, are barred from seeking relief pursuant to California Labor Code section 2857.

FORTY-FIFTH AFFIRMATIVE DEFENSE

(Unstated Affirmative Defense)

45. Defendant alleges that it may have additional, as yet unstated, defenses available. Defendant has not completed its investigation of the facts of this case, have not completed discovery in this matter, and have not completed their preparation for trial. The affirmative defenses asserted herein are based on Defendant's knowledge, information and belief at this time, and Defendant specifically reserves the right to modify, amend, or supplement any affirmative defenses contained herein at any time. Defendant reserves the right to assert additional defenses as information is gathered through discovery and investigation. In asserting these defenses, Defendant does not allege or admit that it has the burden of proof and/or persuasion with respect to any of these matters and does not assume the burden of proof and/or persuasion with respect to any matter as to which Plaintiffs and/or putative class members have the burden of proof or persuasion.

PRAYER

WHEREFORE, Defendant prays that:

1. The FAC be dismissed in its entirety with prejudice, and that Plaintiffs and/or putative class members take nothing by the FAC;

2. Judgment be entered against Plaintiffs and in favor of Defendant;

3. Defendant be awarded its costs of suit and reasonable attorneys' fees if allowable by law, including without limitation, pursuant to California Labor Code section 218.5; and

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4. The Court award Defendant such other and further relief as it deems appropriate.

Date: April 27, 2016

Respectfully submitted,

FORD & HARRISON LLP

By: ______________________
Michelle B. Abidoye
David L. Cheng
Alexandria M. Witte

Attorneys for Defendant
AIRCRAFT SERVICE
INTERNATIONAL, INC.

PROOF OF SERVICE

I, Karina Amador, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 350 South Grand Avenue, Suite 2300, Los Angeles, California 90071. On April 27, 2016, I served a copy of the within document(s):

DEFENDANT AIRCRAFT SERVICE INTERNATIONAL, INC.'S ANSWER TO PLAINTIFFS JEZEN CANLAS AND GEORGE STO. DOMINGO'S UNVERIFIED FIRST AMENDED CLASS ACTION COMPLAINT

☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.

☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ by placing the document(s) listed above in a sealed Norco Overnite Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Norco agent for delivery.

☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

Arlo Garcia Uriarte, Esq. Un Kei Wu, Esq. Ernesto Sanchez, Esq. Brent A. Robinson, Esq. Liberation Law Group, P.C. 2760 Mission Street San Francisco, CA 94110 Tel: (415) 695-1000 Fax: (415) 695-1006	*Attorneys for Plaintiffs Jezen Canlas and George Sto. Domingo*

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 27, 2016, at Los Angeles, California.

[signature]
Karina Amador